

EXHIBIT E
DRAFT MAINTENANCE PLAN

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INTRODUCTION

This Maintenance Plan between _____ (hereinafter referred to as the “Concessioner”), Grand Teton National Park (hereinafter referred to as the “Area”), and the National Park Service (hereinafter referred to as the “Service”) will serve as a supplement to Concession Contract CC-GRTE022-08 (hereinafter referred to as the “Contract”). It sets forth Facility Management responsibilities of the Concessioner and the Service with regard to those lands and facilities, referred to collectively as Concession Facilities, within the Area that are assigned to the Concessioner for the purposes authorized by the Contract.

In the event of any apparent conflict between the terms of the Contract and this Maintenance Plan, the terms of the Contract, including its designations and amendments, will control.

This plan shall remain in effect until superseded or amended. It will be reviewed annually by the Superintendent in consultation with the Concessioner and revised as determined necessary by the Superintendent. Revisions may not be inconsistent with the terms and conditions of the main body of this Contract. Revisions must be reasonable and in furtherance of the purposes of this Contract. Revisions may also reflect changes to Service guidelines regarding Facility Management.

1) General Standards for National Park Concession Facilities

Pursuant to the Contract, the Concessioner must manage the Concession Facilities in a manner that is acceptable to the Service. This Maintenance Plan defines the necessary standards and the Facility Management relationship between the Concessioner and the Service. Both the Concessioner and the Service have specific responsibilities as outlined in the Contract and this plan. The Concessioner and the Service must meet their obligations under the Contract, including this Maintenance Plan.

2) Definitions

In addition to all the defined terms contained in the Contract, its exhibits, and 36 CFR Part 51, the following definitions apply to this Maintenance Plan:

Asset – Real or Personal Property that the Service desires to track and manage as a distinct identifiable entity. It may be a physical structure or grouping of structures, land features, or other tangible property that has a specific service or function such as a farm, cemetery, campground, marina, or sewage treatment plant. The term “asset” also applies to movable items such as vehicles and equipment. Additionally, an asset is a uniquely identifiable element with a financial value against which Facility Management activities can be recorded. Assets may share a hierarchical relationship wherein a building is defined as an asset and elements within the building also are defined as assets in a “parent-child” management and reporting relationship that usually occurs in a Computerized Maintenance Management System (CMMS).

Component Renewal/Replacement – The planned replacement of a component or system that will reach the end of its useful life based on condition and life cycle analysis within the facility’s lifetime. Examples of component renewals may include roof systems, utility components, pavement, and other major dynamic equipment. Additionally, renewal includes the deconstruction of the existing system or system components and replacement with a new system of equal capability and performance. These actions recur on a periodic cycle of greater than

seven years and may include Statutory Mandated Corrective Measures necessary to attain code and regulatory compliant asset infrastructure and systems.

Cyclic Maintenance – Work activities that recur on a cycle of less than or equal to seven years. Typical projects may include painting buildings, overhauling engines, and refinishing hardwood floors.

Deferred Maintenance – Facility Maintenance that was not performed when it should have been or was scheduled to be and which, therefore, is put off or delayed. Continued deferment of Facility Maintenance will result in deficiencies.

Facility Maintenance – The day-to-day activities as well as the planned work required to preserve Concession Facilities in such a condition that they may be used for their designated purpose over an intended service life. Facility Maintenance includes Preventive Maintenance, Cyclic Maintenance, and Repair. Facility Maintenance includes “routine, operational” maintenance. Facility Maintenance does not include Facility Operations, Component Renewal/Replacement, or Capital Improvements.

Facility Management – Those activities of the Concessioner, including Facility Operations, Facility Maintenance, and Component Renewal/Replacement, necessary to maintain the Concessioner Facilities to the satisfaction of the Director pursuant to Section 9 of the Contract.

Facility Operations – Work activities performed on a recurring basis throughout the year that meet daily operational needs. Typical work performed under Facility Operations includes janitorial and custodial services (housekeeping), snow removal, operation or purchase of utilities, groundskeeping, etc.

Historic Structure – Includes districts, sites, buildings, structures, and objects as identified in the National Historic Preservation Act that have been listed in or are eligible for listing in the National Register of Historic Places.

Personal Property – Manufactured items of independent form and utility, including equipment and objects solely for use by the Concessioner to conduct business. Personal property includes, without limitation, removable equipment, furniture, and goods necessary for Concessioner operations under the Contract. Personal Property is identified in the Asset inventory as either Concessioner property or Government assigned property.

Preventive Maintenance (PM) – Regularly scheduled periodic maintenance activities (within a year) on selected equipment, typically includes inspection, lubrication and minor adjustment.

Repair – Work to restore damaged or worn-out property to a normal operating condition. Repairs are curative, while Cyclic and Preventive Maintenance are preventative.

Replacement – Exchange or substitution of one asset for another that has the capacity to perform the same function.

Statutory or Mandated Corrective Measure – Modification requirements to existing real property assets required to meet current regulatory and governmental requirements such as regulations and codes that may not have existed at the time of construction. Mandated corrective measures include Americans with Disabilities Act (ADA) requirements, environmental requirements, and life/safety upgrades.

3) **Concessioner Responsibilities**

A) General. The Concessioner must perform all Facility Management activities to all Concession Facilities. The Concessioner must correct any deficiencies and complete this work on a timely basis to achieve the basic goals described in the most current Concession Management Guidelines, relative to all services required and authorized under the Contract.

(1) Vehicle and Vessel Maintenance

- (a) The Concessioner will appropriately maintain all vehicles and vessels. All repairs and other maintenance will be recorded in a log.
- (b) Major maintenance and repairs, including those requiring mechanical assistance for engine removal will be done off site.
- (c) Routine maintenance that can be accomplished without environmental impact and within regulations may be performed on site.

(2) Standards of Performance for Facility Management

- (a) The Concessioner will conduct all Facility Management activities in compliance with Service standards, Service asset management plans, manufacturer recommendations and/or specifications, and all Applicable Laws. In the event of a conflict between the Service asset management plan, Applicable Laws, and the manufacturer's specifications, Applicable Laws will control.
 - (b) The Service approves equipment, materials, installations and procedures relating to structural fire prevention, protection and response.
- (3) Environmental Practices.** The Concessioner will conduct Facility Management activities in a manner that has minimal environmental impacts.
- (a) **Preventive Maintenance.** The Concessioner must utilize Preventive Maintenance to prevent environmental impacts before they occur.
 - (b) **Water and Energy Efficiency.** The Concessioner must consider water and energy efficiency in all Facility Management practices and integrate water-conserving measures whenever feasible.
 - (c) **Equipment and Materials.** Where feasible and available, the Concessioner will use products or materials that are less toxic, contain post-consumer recycled content, are naturally or minimally processed products, and use other materials that have additional environmentally preferable attributes. The Concessioner will minimize use of hazardous chemicals in its operations.
 - (d) **Contractors.** The Concessioner will encourage companies and businesses it does business with to provide cleaner technologies and safer alternatives to toxic and hazardous materials and to develop innovative technology.
 - (e) **Purchasing.** The Concessioner must purchase environmentally friendly cleaners and other products whenever appropriate.
 - (f) **Sustainable Design.** The Concessioner will incorporate sustainable design practices to the maximum extent practical. These practices must be consistent

with the current Service guidelines, including but not limited to, National Park Service Guiding Principles of Sustainable Design (September 1993) (available online at <http://www.nps.gov/dsc/dsgncnstr/gpsd/toc.html>) and other approved guidance as provided to the Concessioner.

- (g) Universal Design. The Concessioner will incorporate universal design practices to the maximum extent practical.
- (h) Wyoming Permits and Requirements. The Concessioner must provide the Service with copies of all required permits and correspondence with the State of Wyoming relating to utilities and underground storage tanks.

B) Computerized Maintenance Management System (CMMS)

- (1) The Concessioner must fully develop, implement, and administer a CMMS and use it to track the condition and value of Concession Facilities in accordance with this Maintenance Plan and upon direction from the Service. The Concessioner must use the CMMS to record all Facility Maintenance and Component Renewal/Replacement activity performed on Concession Facilities. The Concessioner and the Service will jointly identify specific functional and technical requirements for the CMMS, with the Service having final approval.
- (2) The CMMS must provide the Service with maintenance information from the CMMS on a frequency dictated by Service needs (at a minimum on an annual basis) in an electronic format defined by the Service.
- (3) The Service will work with the Concessioner to define the specific requirements including data export formats, required fields and data structure, etc., during implementation of the CMMS.
- (4) For an operation of this size, the CMMS may be as simple as a series of spreadsheets.

C) Plans, Reports, and Inspections. This Maintenance Plan requires a number of plans and reports. For the purposes of this document, the term “plan” will refer to written materials that outline the Concessioner’s expected actions and expenses for a future period. The term “report” refers to written materials that document Concessioner accomplishments and expenses during a defined historical period.

- (1) *Annual Inspections*. The Concessioner must conduct reviews and inspections of Concession Facilities to determine necessary maintenance work and to verify its compliance with Applicable Laws.
- (2) *Annual Facility Maintenance Plan*. The Concessioner must provide the Service with an updated Annual Facility Maintenance Plan that covers all Concession Facilities and presents the Facility Maintenance activities for the next calendar year. The Concessioner must deliver the plan to the Superintendent on or before November 15. The Superintendent will provide a written response within 90 days after receipt. This plan must include the following elements:
 - (a) Inspection Procedures and Schedules: The Concessioner must include an inspection plan that describes how the Concessioner will ensure the proper maintenance of all Concession Facilities and the timely correction of Deferred Maintenance.

- (b) Preventive Maintenance (PM) Procedures and Schedules. The Concessioner must develop PM procedures and schedules that ensure proper maintenance of all Concession Facilities. At a minimum, PM procedures and schedules must include detailed PM activities for each building system (including, but not limited to, roofs, building envelopes, and mechanical equipment). At a minimum, the PM procedures and schedules will adhere to manufacturers' recommendations. The PM procedures must describe the tasks that the Concessioner expects to perform during the next calendar year and those that it performed in the previous calendar year (for comparative purposes).
- (c) Cyclic Maintenance Schedules. The Concessioner must include programmed Cyclic Maintenance items in the report. Typical items in this category include activities that the Concessioner executes at a frequency less than seven years, such as carpet and paint. The Service may provide additional guidance as to what items should be included.
- (d) Repair Items
- Scheduled Repair Items. The Concessioner must develop a plan to schedule known repair requirements during the year, including those that may have been deferred.
 - Unscheduled Repair Items. The plan must include a service call procedure and method to prioritize service calls for unscheduled maintenance items. Note: The Concessioner may perform emergency repairs without prior Service approval.
- (e) Projected Expenditures. The Service and the Concessioner will mutually agree upon the required level of detail for reporting projected expenditures.
- (f) Reported Expenditures. In addition to the above information, the plan must include data from the previous year for each building based upon the reporting hierarchy described previously. The Concessioner must clearly document the PM, Cyclic Maintenance, and Scheduled and Unscheduled Repair activities that the Concessioner accomplished during the prior year and allow the Service to review these in conjunction with those activities that the Concessioner plans for the coming year.
- (3) *Operational Evaluations.* The Concessioner must develop a timeline to cure noted deficiencies identified during the Service's operational evaluations.
- (4) *Personal Property Plan.* The Concessioner must provide the Service with its planned personal property replacement, rehabilitation, and repair schedule for the next calendar year by November 15 of each year of the contract for review and approval. The plan must include the specifications, description of the item, estimated date of replacement, estimated replacement cost, expected life of replacement property, and expected salvage value of replaced personal property at time of replacement. Following approval of the plan, the Concessioner will coordinate with the Service as appropriate. The Superintendent will provide a written response within 90 days after receipt.

D) Facility Management Standards

- (1) *Qualified Personnel.* The Concessioner will employ qualified personnel, as defined by Applicable Laws, to perform all Facility Management activities.
 - (a) All personnel conducting Facility Management activities must have the appropriate skills, experience, licenses (as applicable), and certifications (as applicable) to conduct such work.
 - (b) For work conducted on historic structures, the Concessioner must use only qualified personnel and complete work in accordance with the Secretary of the Interior's Standards for Historic Preservation.
- (2) *Specifications.* The Concessioner must complete all Facility Operations, Facility Maintenance, and Component Renewal/Replacement in accordance with Service specifications, industry standards, and applicable manufacturer's guidelines.
- (3) *Service Construction and Capital Improvements.* From time to time, the Service may undertake and fund construction and Capital Improvements within Concession Facilities. In that case, the Service will work with the Concessioner to minimize impacts from these projects upon visitor services and Concessioner operations. The Concessioner must cooperate with the Service to achieve Service objectives and complete these projects in a timely and workmanlike manner.
- (4) *Painting/Staining.* Unless required more frequently per the manufacturer's recommendation, the Concessioner must repaint surfaces on a regular cycle, exteriors of not less than five years, and interiors not less than seven years. The Concessioner will use paint/stain products of a "best quality" from a major manufacturer and a type and color that are readily available on the open market. The Concessioner must obtain approval from the Superintendent for any changes to paint/stain colors from the color range provided by the Service. Whenever feasible, the Concessioner must use reprocessed, low volatile organic content (VOC), latex coatings. If the Concessioner uses oil-based paints, it must minimize solvent use by means of thinner settling and reuse whenever possible.
- (5) *Flooring.* The Concessioner must keep floors clean and free of litter and stains. Vinyl floor coverings must be clean, waxed or buffed, free of cracks, chips, and worn places. Masonry or flagstone grouting must be clean and in good repair. Wood floors must be clean and waxed or otherwise sealed.
- (6) *Carpet.* The Concessioner must keep carpeting clean, free of stains, and in good repair. The Concessioner must replace carpet in public areas at least every seven years, unless required more frequently per the manufacturer's recommendation. The Concessioner must replace carpeting in all areas as needed to maintain a clean and well-maintained appearance. The Concessioner must use carpet and carpet backing with recycled content and low VOC carpet mastic where feasible and appropriate.
- (7) *Interior.* The Concessioner must ensure that all interior spaces are clean, properly illuminated, and well maintained, including the following:
 - (a) The Concessioner must maintain walls and ceilings free of breaks and stains, with a fresh appearance.

- (b) Windows must be clean and unbroken. Grouting must be clean and in good repair.
- (8) *Interior Lighting.* The Concessioner must maintain interior lighting as appropriate for its use.
- (a) Where feasible and appropriate, the Concessioner will replace incandescent lights with energy conserving fluorescent lights and incandescent exit lights with light emitting diode (LED) lights.
 - (b) Where feasible and appropriate, the Concessioner will use photo and motion sensors for lighting systems.
- (9) *Exterior.* The Concessioner must maintain the structural and architectural integrity of Concession Facilities, including performing the following activities:
- (a) The Concessioner must inspect roofs on an annual basis to ensure that roofing materials are intact and free of deterioration that may affect structural quality, and that roofs are not jeopardized by adjacent vegetation or overhanging tree limbs.
 - (b) The Concessioner must ensure that gutters, downspouts, and roof drains remain attached to each of the buildings that have gutters, downspouts and roof drains. The Concessioner must inspect and clean gutters, downspouts and roof drains at least annually or as necessary to maintain the system free of obstructions, clear, and operational.
 - (c) The Concessioner must routinely inspect and maintain doors and windows to prevent moisture from causing deterioration of materials or structural damage to the building.
 - (d) The Concessioner must routinely inspect and maintain siding to prevent moisture from entering the building or causing deterioration of the siding material. The Concessioner must maintain the walls and trim of Concession Facilities in satisfactory condition.
 - (e) The Concessioner must inspect and maintain structural ventilation on at least an annual basis to permit air circulation as designed and to prevent the entering of wildlife.
 - (f) The Concessioner must inspect foundations and exterior walls on an annual basis to ensure they are structurally sound and maintain them to prevent settlement or displacement.
- (10) *Exterior Lighting.* The Concessioner will shield all exterior lighting to cast light only downward to protect night skies while providing the minimum necessary lighting for visitor safety and security of Concessioner Facilities. The Concessioner will request and receive approval from the Service before installing new light fixtures. The Concessioner will use fluorescent or energy efficient light bulbs where feasible.
- (11) *Asbestos.* The Concessioner must maintain health and safety standards in the presence of asbestos in Concession Facilities. The Concessioner must obtain the

written approval of the Superintendent before performing any repair, replacement, or abatement of asbestos-containing surfaces.

- (12) *Winter Closures.* The Concessioner must provide winter bracing in unoccupied buildings as needed to avoid damage to structures. The Concessioner must install shutters on all windows that are susceptible to snow damage. Shutters must be neatly made and fitted and shall match the color of the structure to which they are affixed. Shutters for the windows and doors of historic structures must be installed in a manner approved by the Service.
- (13) *Snow Removal.* The Concessioner must remove snow from roofs when snow accumulations threaten to injure persons or damage buildings. The Concessioner assumes sole responsibility for actions needed to correct damage that results from inadequate preventative measures.

E) Utilities

The Concessioner is responsible for Contracting with independent suppliers to provide year-round telephone service, electrical service, and propane. The Concessioner is responsible for direct payment to these suppliers.

- (1) *Electrical.* Lower Valley Energy maintains the primary electrical lines within the Area. The Concessioner must maintain all secondary electrical lines and equipment (e.g., conduit, fuses, panels, switches, transformers, lines, etc.) within the Concession Facilities, including such things as, lamps, cords, and equipment affixed to secondary electrical lines.
 - (a) The Concessioner must repair or replace any electrical system damage within Concession Facilities and damage occurring beyond the Concession Facilities that results from actions of the Concessioner, its employees, agents, or contractors.
 - (b) The Concessioner must ensure that any electrical work done must meet or exceed the standards of the National Electric Code.
- (2) *Water*
 - (a) The Concessioner must maintain and repair the water system within the Concession Facilities. This maintenance and repair will include, but not be limited to, fire lines (hoses), water pipes, water heaters, faucets, and spigots. The Concessioner must maintain and repair the water lines within the Concession Facilities to the point of connection behind the Exum Mountain Guides' Office.
 - (b) The Concessioner will be charged for water usage from the meter read in the meter pit near the Exum Mountain Guides' Office*.
 - (c) The Concessioner must repair or replace any water system damage within Concession Facilities and damage occurring beyond the Concession Facilities that results from actions of the Concessioner, its employees, agents, or contractors.

- (d) The Concessioner must implement water conservation measures throughout its operations, in accordance with Applicable Laws.
- (e) The Concessioner must comply with U.S. Public Health Service guidelines when reopening and repairing drinking water distribution systems and sewer collection/disposal systems. The Concessioner must disinfect repaired lines in accordance with Service procedures.
- (f) The Concessioner must have approved back flow devices on all outside spigots.
- (g) The Concessioner must test for and repair leaks within the Concession Facilities.

(3) *Sewer*

- (a) The Concessioner must maintain all sewage collection piping, septic tank and leach field within the Concession Facilities including annual septic tank pumping, maintenance/repair/replacement of the effluent pump located in the wet well beyond the septic tank.
 - (b) The Concessioner must repair any damage to the sewage collection/disposal system within the Concession Facilities and damage occurring beyond the Concession Facilities that results from action of the Concessioner, its employees, agents, or contractors.
 - (c) The Concessioner must maintain and repair items attached to the sewage collection/disposal system, such as sinks, toilets, and urinals.
 - (d) The Concessioner must clear stoppages and make repairs within the Concession Facilities for damage caused by such stoppages.
- (4) *Telephone.* The Concessioner must provide and maintain all telephone services, equipment, and lines within and for the Concession Facilities, including on the user side of connections and panels.

(5) *Concession Employee Housing*

- (a) The Concessioner must maintain and repair all Concession employee housing and related facilities, fixtures, and furnishings. The Concessioner must ensure that Concession employee housing achieves the goals described in the Concessions Management Guideline, National Park Service Housing Management Handbook, Director's Order 36, and the Concessioner's employee housing policy.
- (b) The Concessioner must monitor employee housing for compliance with fire, health, and safety codes and Service policies and guidelines.
- (c) The Concessioner must inspect and clean the heating system before occupancy each spring.
- (d) The Concessioner must ensure that all reasonable measures are taken to rodent-proof employee housing.

F) Signs

- (1) *Responsibilities.* The Concessioner must install and replace all interior and exterior signs relating to its operations and services within the Concession Facilities. Examples are signs identifying the location of functions within the Concession Facilities, signs identifying operating services and hours, and signs identifying Concession rules or policies.
- (2) *Location and Type.* The Concessioner must ensure its signs are appropriately located, accurate, attractive, and well maintained. The Concessioner must prepare its signs in a professional manner, appropriate for the purpose they serve, and consistent with Service guidelines and standards, including but not limited to, Director's Order 52C, Park Signs. The Concessioner must obtain written Superintendent approval prior to any new sign installation.
- (3) *Temporary Signs.* The Concessioner must replace any defaced or missing sign within seven days. If the sign addresses a life safety issue, the Concessioner must replace it immediately with a professional looking temporary sign. The Concessioner may not use a handwritten sign unless the Service approves an exception.
- (4) The Concessioner must place Service-approved bear warning signs on garbage cans, dumpsters, and picnic tables within the Concession Facilities.

G) Solid Waste Disposal**(1) Responsibilities**

- (a) *Litter Abatement.* The Concessioner must develop, promote, and implement a litter abatement program, which includes participation in Area-wide litter clean-up events and providing litter free messages on appropriate materials and in appropriate locations.
- (b) The Concessioner must collect all litter and debris within, and 50 feet beyond, the Concession Facilities. The Concessioner must keep all Concession Facilities free of litter, debris, and abandoned equipment, vehicles, furniture, and fixtures.
- (c) The Concessioner must remove all solid waste from the West Jenny Lake boat dock area and transported to the South Jenny Lake boat dock area for disposal. In exchange for this service, the Concessioner will not be charged a solid waste pick-up fee. The Concessioner must place all solid waste collected within Concession Facilities in Service dumpsters. Under no circumstances is it acceptable to place solid waste next to or near a dumpster.
- (d) The Concessioner must remove from the Area at its own expense all materials not permitted in Service dumpsters such as: discarded appliances, scrap building materials, tires, mattresses, large pieces of metal or wood and hazardous waste.

(2) Receptacles

- (a) The Service will provide and assign dumpsters to the Concessioner. The Concessioner must provide and locate other solid waste containers conveniently and in sufficient quantity to handle the needs of its operations. The Concessioner must not allow waste to accumulate in containers to the point of overflowing.

- (b) The Concessioner must keep its solid waste containers clean, well maintained, and serviceable; sites must be free of spills, waste, and odors.

H) Recycling and Conservation

- (1) *Recycling Program.* The Concessioner must develop, promote, and implement a recycling program that fully supports the efforts of the Service.
 - (a) Provide recycling bins within the Concession Facilities, both public and employee areas. All recycling containers placed outside must be bear/animal resistant.
 - (b) The Concessioner must transport recycled materials to a recycling facility outside the Area.
- (2) *Use of Recycled Products.* The Concessioner must implement a source reduction program designed to minimize its use of disposable products in its operations. Reusable and recyclable products are preferred over single-service items. The Concessioner must use polystyrene and plastics as little as possible, and may not use polystyrene that contains chlorofluorocarbons. Where the Concessioner needs to use disposable products, it must choose products that have the least impact on the environment. The Service encourages the Concessioner to use post-consumer recycled products whenever possible. The Concessioner will purchase and incorporate environmentally preferred products or services for use and for sale when practical.
- (3) *Environmentally Safe Products.* Where practical, the Concessioner must use environmentally safe, “green” products and practices that enhance sustainable operations and development and that promote use of recycled oils, tires (re-treads), construction materials, etc.
- (4) *Water and Energy Conservation.* The Concessioner must implement water and energy conservation measures for its operation. As new technologies are developed, the Concessioner will explore the possibility of integrating them into existing operations where there is potential for increased efficiency, reduced water or energy consumption, or reduced impacts on the environment.

I) Fuel Storage Tanks, Hazardous Materials, and Hazardous Waste Program

- (1) *General*
 - (a) The Concessioner will implement hazardous material reduction to minimize and eventually eliminate use of hazardous chemicals in its operation. Hazardous chemical refers to any chemical which is a physical or health hazard, as defined by Applicable Laws.
 - (b) The Concessioner’s designated employees will attend hazardous materials and waste management training as made available by the Service or through outside sources. Training will include Hazardous Communication Standard for employees who may be exposed to chemical hazards on the job site and Hazardous Waste Operations and Emergency Response Standard for employees who may be exposed to hazardous substances in certain specific job-related duties. Hazardous material refers to a substance or material that the Secretary of

Transportation has determined is capable of posing an unreasonable risk to health, safety, and property when transported in commerce, and has been designated as hazardous under Applicable Laws. "Hazardous substance" refers to any hazardous waste, hazardous chemical, or hazardous material.

(2) Above Ground Fuel Storage Tanks.

The Concessioner is responsible for all above ground storage tanks (ASTs) including propane tanks within the Concession Facilities. All maintenance, testing, repairs, replacement, and fuel spill mitigation will be consistent with applicable regulations and codes. The Concessioner shall notify the Teton Interagency Dispatch Center (TIDC) at (307) 739-3301 immediately of any fuel spill. The Service must approve all plans for any work involving ASTs, tracer probes, monitoring wells, removal of contaminated soil, ground water remediation work, etc., before the Concessioner may commence such work.

(3) Hazardous Substances

- (a) The Concessioner must be familiar with its obligations under Section 6 of the Contract.
- (b) The Concessioner's Environmental Management Program (EMP) will include its approach to stopping, containing and cleaning up hazardous substance spills and releases, whether incidental or non-incidental.
- (c) The Concessioner will notify the TIDC at (307) 739-3301, without delay, when a release of hazardous or non-hazardous chemical or biological product occurs. The Concessioner must immediately implement proper corrective, cleanup, and safety actions.

J) Grounds, Landscaping, and Pest Management

(1) General

- (a) The Concessioner will conduct all landscaping and grounds care in the Concession Facilities. The Concessioner must submit any plans for landscaping, including any plant species to be used, to the Service for review and approval.
- (b) The Concessioner will maintain and clean daily any cigarette receptacles in the Concession Facilities.
- (c) The Concessioner must conduct its business and daily activities in such a manner as to minimize impacts on the natural scene, including erosion control and protection of native vegetation.

- (2) Hazard Tree Removal.* The Concessioner may not remove hazard trees from the Concession Facilities without the prior specific approval of the Service unless there is an imminent hazard. The Service will grant approval in accordance with the established Service policy for hazard tree removal. The Concessioner will remove trees after receiving Service approval and dispose of salvageable material of in accordance with Service regulations and policy.

(3) Weed and Pest Management

- (a) The Concessioner must bring to the attention of the Service the existence of pests or exotic plants within the Concession Facilities.
- (b) The Concessioner in accordance with the Service Integrated Pest Management Program must conduct Integrated Pest Management, which includes the control of both native and non-native invasive flora and fauna, by chemical and other appropriate means. Actions taken by the Concessioner to control pests are subject to prior Service approval. The Concessioner must review specific pest management problems with the Service Integrated Pest Management Coordinator before taking action to control the pest.
- (c) The Concessioner may only use chemicals, pesticides, and toxic materials and substances as a last resort, as part of an Integrated Pest Management program, and with prior approval by the Service.
- (d) Pesticide Request Form and Pesticide Use Log. The Concessioner must submit a Pesticide Request Form requesting approval of anticipated pesticide use for the following year to the Service by April 15 each year. The Concessioner must also submit a Pesticide Use Log, which tracks pesticide use for the previous year, to the Service by January 15th each year.
- (e) If the Concessioner requests and the Service agrees, the Service may provide integrated pest management services to the Concessioner on a cost reimbursable basis.
- (f) The Concessioner and employees must adhere to practices that tightly seal buildings and maintain clean facilities, thereby reducing potential for wildlife becoming pests.

K) Trails and Walkways

The Concessioner must remove debris and hazards from walkways within the Concession Facilities.

4) Service Responsibilities

The Service assumes no responsibility for Facility Operations or Facility Maintenance except as stated below.

A) Water and Sewer

- (1) The Service will assist with the location and identification of water and sewer lines.
- (2) The Service provides bacteriological monitoring and chemical analysis of potable water as required by Applicable Laws.
- (3) The Service will perform major rehabilitation on the storage and distribution system, subject to available funding.
- (4) If the Service needs to access a main within the Concession Facilities, the Service will restore the area unless the Concessioner (including its employees, agents and contractors) has caused the need to access the main.

(5) The Service provides water and wastewater services to Concession Facilities and charges the Concessioner for these services in accordance with current Service guidelines.

B) Signs. The Service maintains all regulatory, traffic control, or information signs that serve the interest of the Area. Examples include information signs along roadways, directional signs along trails, and interpretive signing.

C) Solid Waste. The Service will provide and assign dumpsters to the Concessioner.

5) Summary of Initial and Recurring Reporting Due Dates

The following table summarizes the preceding reporting requirements and details other reports, plans, payments, and inspections that are the responsibility of the Concessioner.

Title	Schedule	Due Date	Reference
Copies of all required WY permits relating to utilities and underground storage tanks	TBD	TBD	Exhibit E, 3 A (1)(h)
Annual Facility Maintenance Plan Including: <ul style="list-style-type: none"> ▪ Inspection procedures & Schedules ▪ PM Procedures & Schedules ▪ Cyclic Maintenance Procedures & Schedules ▪ Repair Items ▪ Projected Expenditures ▪ Reported Expenditures 	Annual	November 15	Exhibit E, 3 C (2)
CMMS Records	Annual	TBD	Exhibit E, 3 B (2)
Personal Property Plan	Annual	November 15	Exhibit E, 3 C (4)
Pesticide Request Form	Annual	April 15	Exhibit E, 3 J (3)(d)
Pesticide Use Log (for prior year)	Annual	January 15	Exhibit E, 3 J (3)(d)

Approved:

Effective: _____

By: _____

Superintendent, Grand Teton National Park